

**UNIFORM TENDER OF RATES AND/OR  
CHARGES FOR TRANSPORTATION SERVICES**

OBM APPROVAL NO:  
029-R0257

1A. Issuing Carrier, Bureau, Agency or Conference <b>ASTAR Air Cargo, Inc</b>		2A. Tender No. ICC <b>91</b>		2B. Supplement No.	
1B. Standard Carrier Alpha Code (SCAC) <b>ASAC</b>		2C. Cancels		2D. Supplement Nos. that Contain All Changes:	
3. Tendered to: <input type="checkbox"/> U.S. Government <input checked="" type="checkbox"/> Other (specify) <b>Department of Defense</b>		4. Issue Date <b>6/28/04</b>		5. Effective Date <b>7/1/04</b>	
				6. Expiration Date <b>12/31/04</b>	
7. Movement Application <input checked="" type="checkbox"/> From-To <input type="checkbox"/> Between		8. Action Code (supplements only) <input type="checkbox"/> Addition <input type="checkbox"/> Deletion <input type="checkbox"/> Change		9. Carrier/Agency No. (if any)	
10. Freight Classification and Commodity Description					
10A. NMFC/UFC Item No.  <b>999925</b>		10B. Description of Articles (use blocks 15 and 17 for transportation services) <b>Fresh Fruits and Vegetables, Perishable and Non-Perishable Foodstuffs and food service accessories and other Government Furnished (GFM) to include, but not limited to, Meals Ready to Eat (MREs), Unitized Group Rations (UGRs), Heat &amp; Serve and "A" rations and other Prime Vendor and Market Ready Items</b>			
11A. Origin		(1) SPLC		(2) Point Name, County, State	
				<b>OCONUS – Bahrain</b>	
11B. Destination		<b>Afghanistan, Iraq, Djibouti &amp; Uzbekistan</b>			
12. Load Application (check appropriate box(es)) <input type="checkbox"/> Load <input checked="" type="checkbox"/> Less Load <input type="checkbox"/> Any Quantity <input type="checkbox"/> Overflow Not Applicable					
13A. Rate or Charge <b>See attached</b>		13B. Minimum Weights(s) <b>2260 kgs</b>		14. Route (Include Carrier Code (SCAC)) <b>See Attached</b>	
15. Protective Services					
(3)	Service	Charge	(3)	Service	Charge
	AGS			PSS	
	CSS			RSS	
	DDPS			SSS	
16. Classifications and Exceptions (insert exceptions, if any)  The rates, charges, or services shown herein are subject to the rules which, at the time of movement, would govern the applicable class rates from and/or to the points and via the routes in this tender, except: <b>Governing Publications, ASTAR Tenders, Terms and Conditions and Service Guide</b>					
17. Accessorial Services		17A. Rate or Charge			
		17B. Description of Service and Governing Publication <b>Purpose of Tender is to provide service for Fresh Fruits and Vegetables and other foodstuffs and food related articles to and from select locations. The only agency authorized to book requests for shipment on this tender is the Air Mobility Division of CENTAF's Combined Air Operation Center. Use of this tender without prior approval is not authorized.</b>			
18. Operating Authority (Note Item 20A.)  <b>DHL as subcontractor for ASTAR Air Cargo.</b>					

19. COMBINATION RATES (Check appropriate box)

☐ The rates and charges in this tender may be used as factors in the construction of any combination through rates, charges or other provisions.

☐ The rates and charges in this tender may be used as factors to make combination rates and charges to and/or from other points of origin and destination, provided that such other points are not more than thirty (30) highway miles distant from the pertinent point of origin or destination named in this tender. The distance shall be measured from (1) the nearest boundary, in the case of designated commercial zones; (2) the nearest corporate limit, in the case of incorporated communities not in commercial zones; or (3) the nearest post office within other points of origin or destination.

☒ The rates and charges in this tender may not be used in construction of combination rates or charges.

20. GENERAL TERMS AND CONDITIONS

a. Lawful Performance: Operating Authorities

The carrier(s) represent(s) to the United States that the services provided in this tender will be performed in accordance with applicable Federal, state and municipal laws and regulations and the carrier(s) hold(s) the required operating authority to transport the commodity from, to, or between the places specified in the authorized certificates, permits or temporary operating authorities.

b. Charges and Allowances

See GTRP Number D-94-03

c. Payment

Except for shipments covered by item 21(3) or 21(4) below, the carrier shall bill the United States on Standard Form 1113, Public Voucher for Transportation Charges, appropriately supported. Carriers shall send bills to the "Charges to be billed to" address shown on the face of Standard Form 1103, US Government Bill of Lading.

d. References

Where reference is made in this tender to an item, tender, tariff or classification, the reference shall be construed to include the supplements, amendments or reissues of that item, tender, tariff or classification, unless otherwise specified in this tender.

e. Cancellation of Tender

This tender may be cancelled by the carrier(s) on written notice of not less than (30) calendar days, except for shipments made from the original point of origin (or port of importation, where appropriate) before the effective date of the notice and except for any accrued rights and liabilities of either party to the tender. Cancellations or amendments may be made upon shorter notice by mutual agreement between the Government and the carrier(s) concerned.

f. Filing with regulatory bodies

The carrier(s) certifies (certify) that, where required, the necessary copies of this tender shall be filed concurrently with the Interstate Commerce Commission as stated in Section 10721(b)(2) of the Interstate Commerce Act, or with other regulatory bodies, as appropriate.

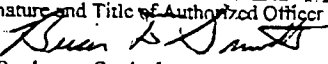
g. THIS TENDER WILL NOT ALTERNATE WITH ANY OTHER TENDER APPLICABLE FOR THE SAME SERVICE.

Receipt and acceptance of this tender by the Government shall not be considered as a guarantee to the carrier of a particular volume of traffic described in this tender.

21. CARRIER(S) OFFER AND INSTRUCTIONS

I am (we are) authorized to and offer on a continuing basis to the United States Government (subsequently called the Government), based on Section 10721 of the Interstate Commerce Act or other appropriate authority, the transportation services described in this tender, subject to the terms and conditions stated in this tender. The property to which rates apply must be shipped by or for the Government (1) on Government bills of lading; (2) on commercial bills of lading endorsed to show that such bills of lading are to be exchanged for Government bills of lading at destination or converted to Government bills of lading after delivery to the consignee; (3) on commercial bills of lading showing that the Government is either the consignor or the consignee and endorsed with the following legend: "Transportation under this tender is for the AMC/DoD, and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and are to be reimbursed by the Government"; (4) on commercial bills of lading endorsed with the following legend: "Transportation under this tender is for the AMC/DoD, and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are to be reimbursed by the Government, according to cost-reimbursable contract number \_\_\_\_\_. This may be confirmed by contacting the agency at \_\_\_\_\_."

22. SIGNATURE(S) OF PARTY(IES) REPRESENTING CARRIER(S)

Issuing Carrier, Bureau, Agency or Conference ASTAR Air Cargo, Inc.	Participating Carrier	Participating Carrier
By (Signature and Title of Authorized Officer or Agent)  Brian Smith Senior Manager, Charter Svcs	By (Signature and Title of Authorized Officer or Agent)	By (Signature and Title of Authorized Officer or Agent)
Address 2 South Biscayne Blvd Suite 3663 Miami, FL 33131	Address	Address

**ASTAR**  
**Uniform Tender**  
**Of Rates and/or Charges**  
**Of Transportation Services**

**AMC Tender 91**  
**For FF&V Rates**  
**From Bahrain**  
**To Afghanistan, Iraq, Djibouti & Uzbekistan**

Effective Date: July 1, 2004  
Expiration Date: December 31, 2004

Transit Times:  
Fresh Fruits & Vegetables/Foodstuffs: 2260 kgs +: 24-48 Hours

## Fresh Fruits & Vegetables / Foodstuffs Cities Serviced & Applicable Rates

<u>Origin</u>	<u>Destination</u>	<u>Weight</u>	<u>Rate - USD</u>
Bahrain, Bahrain	Bagram, Afghanistan	2260 kgs +	\$ 6.50/kg
Bahrain, Bahrain	Kandahar, Afghanistan	2260 kgs +	\$ 6.50/kg
Bahrain, Bahrain	Djibouti, Djibouti	2260 kgs +	\$ 8.50/kg
Bahrain, Bahrain	Karshi-Khanabad (K2), Uzbekistan	2260 kgs +	\$ 8.50/kg
Bahrain, Bahrain	Baghdad, Iraq	2260 kgs +	\$ 4.50/kg

Rates Applicable Only For: Fresh Fruits & Vegetables, Perishable & Non-Perishable Foodstuffs and food service accessories, and other Government Furnished Material (GFM) to include, but not limited to, Meals Ready-to-Eat (MREs), Unitized Group Rations (UGRs), Heat & Serve and "A" rations and other Prime Vendor and Market Ready Items.

## Accessorial Fees/Surcharges

Address Correction	\$10
Airwaybill Preparation	\$10
Banking Letter of Credit	\$75
Banking L.O.C. (Compliance)	\$35
Banking Sight Drafts	\$20
Canadian Customs Invoice	\$15
Carpet	\$65
Certificate of Origin	\$10
Commercial Invoice	\$20
Customs Registration Form	\$25
Delivery Duty Paid (DDP)	\$15
Department of State License Fee	\$65
Export Declaration Validation	\$20
Onforwarding/Inforwarding	\$10
Insurance/Excess Valuation	\$0.68/\$100
Legalization	\$50 + Doc Fees
Neutral Delivery Service	\$15
Signature Service (POD)	\$2
Weekend/Holiday Service	\$10 Minimum

**Notice:** Many of the above standard accessorial charges are not applicable to the Department of Defense and/or Federal Government. However, if/when appropriate, the above charges should be considered.

**Dimensional Weight:** Your shipping cost is determined by either the dimensional weight of the actual weight, whichever is greater. Dimensional weight, also called "dim" weight, is used because the space a package takes on an aircraft may cost more than a package's actual weight. On every shipment, you should calculate the package's dimensional weight, compare that to its actual weight, and use the greater of the two figures to determine your shipping cost. Standard weight limitations, either actual or dimensional (whichever is greater) are 250 kg/551 lbs per shipment and 68 kg/150 lbs per piece.

International and domestic dimensional weights are calculated differently using the following formulas.

**US Destination or Origin:** Length x Width x Height (cubic inches) divided by 194 = Dimensional Weight (rounded up to the nearest pound)

**International Destination/US Origin:** Length x Width x Height (cubic inches) divided by 166 = Dimensional Weight (rounded up to the nearest pound)

# **DHL EXPRESS**

## **TERMS AND CONDITIONS OF CARRIAGE ("Terms and Conditions")**

### **IMPORTANT NOTICE**

When ordering DHL's services you, as "Shipper", are agreeing, on your behalf and on behalf of anyone else with an interest in the Shipment, that the Terms and Conditions shall apply from the time that DHL accepts the Shipment unless otherwise agreed in writing by an authorized officer of DHL. Your statutory rights and entitlements under any defined service feature (for which additional payment has been made) are not affected.

"Shipment" means all documents or parcels that travel under one waybill and may be carried by any means DHL chooses, including air, road or any other carrier. A "waybill" shall include any label produced by DHL's automated systems, air waybill, or consignment note and shall incorporate these Terms and Conditions. Every Shipment is transported on a limited liability basis as provided herein. If Shipper requires greater protection, then Shipment Value Protection may be arranged at an additional cost. (Please see below for further information). "DHL" means any member of the DHL Express Network.

### **1. Customs, Exports and Imports**

DHL may perform any of the following activities on Shipper's behalf in order to provide its services to Shipper: (1) complete any documents, amend product or service codes, and pay any duties or taxes required under applicable laws and regulations, (2) act as Shipper's forwarding agent for customs and export control purposes and as Receiver solely for the purpose of designating a customs broker to perform customs clearance and entry and (3) redirect the Shipment to Receiver's import broker or other address upon request by any person who DHL believes in its reasonable opinion to be authorized.

### **2. Unacceptable Shipments**

Shipper agrees that its Shipment is acceptable for transportation and is deemed unacceptable if:

- It is classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), any applicable government department or other relevant organization;
- No customs declaration is made when required by applicable customs regulations; or
- DHL decides it cannot transport an item safely or legally (such items include but are not limited to: animals, bullion, currency, bearer form negotiable instruments, precious metals and stones, firearms, parts thereof and ammunition, human remains, pornography and illegal narcotics/drugs).

### **3. Deliveries & Undeliverables**

Shipments cannot be delivered to PO boxes or postal codes. Shipments are delivered to the Receiver's address given by Shipper (which in the case of mail services shall be deemed to be the first receiving postal service) but not necessarily to the named Receiver personally. Shipments to addresses with a central receiving area will be delivered to that area. If Receiver refuses delivery or to pay for delivery, or the Shipment is deemed to be unacceptable, or it has been undervalued for customs purposes, or Receiver cannot be reasonably identified or located, DHL shall use reasonable efforts to return the Shipment to Shipper at Shipper's cost, failing which the Shipment may be released, disposed of or sold by DHL without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against service charges and related administrative costs and the balance of the proceeds of a sale to be returned to Shipper.

### **4. Inspection**

DHL has the right to open and inspect a Shipment without prior notice to Shipper.

### **5. Shipment Charges & Billing**

DHL's Shipment charges are calculated according to the higher of actual or volumetric weight and any Shipment may be re-weighed and re-measured by DHL to confirm this calculation. Shipper shall pay or reimburse DHL for all Shipment charges, storage charges, duties and taxes owed for services provided by DHL or incurred by DHL on Shipper's or Receiver's or any third party's behalf and all claims, damages, fines and expenses incurred if the Shipment is deemed unacceptable for transport as described in Section 2.

#### **6. DHL's Liability**

DHL's liability is strictly limited to direct loss only and to the per kg. /lb. limits in this Section 6. If Shipper regards these limits as insufficient it must make a special declaration of value and request Shipment Value Protection as described in section 8 (Shipment Value Protection) or make its own insurance arrangements. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to DHL's attention before or after acceptance of the Shipment since special risks can be insured by Shipper. If a Shipment combines carriage by air, road or other mode of transport, it shall be presumed that any loss or damage occurred during the air period of such carriage unless proven otherwise. DHL's liability in respect of any one Shipment transported, without prejudice to Sections 7-11, is limited to its actual cash value and shall not exceed the greater of;

**\$US 100; or**

**For certain international Shipments in which the Warsaw Convention applies, approximately \$US 20.00/kg. or \$US 9.07/lb., depending on the applicable law; or**

**\$US 10.00/kg. or \$US 4.54/lb. for Shipments transported by road (not applicable to the US).**

#### **7. Claims**

Claims are limited to one claim per Shipment, settlement of which will be full and final settlement for all loss or damage in connection therewith.

All claims for international shipments must be submitted in writing to DHL within thirty (30) days from the date that DHL accepted the Shipment, failing which DHL shall have no liability whatsoever. All claims for domestic U.S. shipments must be submitted in writing to DHL within ninety (90) days from the date that DHL accepted the Shipment, failing which DHL shall have no liability whatsoever.

All of the original shipping cartons, packing and contents must be made available for DHL's inspection and retained until the claim is concluded.

DHL is not obligated to act on any claim until all transportation charges have been paid.

#### **8. Shipment Value Protection**

If the Shipment has an actual value greater than the liability limits listed in Section 6, DHL can arrange shipment value protection for Shipper covering the actual cash value in respect of loss of or physical damage to the Shipment provided Shipper completes the Declared Value for Carriage section on the front of the waybill or requests it via DHL's automated systems and pays the applicable premium. Shipment Value Protection does not cover indirect loss or damage, or loss or damage caused by delays. If Shipper does not declare a value for carriage and pay the appropriate charge, Shipper assumes all risks of loss or damage over the amount of DHL's liability as stated in Section 6.

## **9. Delayed Shipments**

DHL will make every reasonable effort to deliver the Shipment according to DHL's regular delivery schedules, but these are **not guaranteed and do not form part of the contract**. DHL is not liable for any damages or loss caused by delays.

## **10. Circumstances Beyond DHL's Control**

DHL is not liable for any loss or damage arising out of circumstances beyond DHL's control. These include but are not limited to: "Act of God" - e.g. earthquake, cyclone, storm, flood, fog; "Force Majeure" - e.g. war, plane crash or embargo; any defect or characteristic related to the nature of the Shipment, even if known to DHL; riot or civil commotion; any act or omission by a person not employed or contracted by DHL, e.g. Shipper, Receiver, third party, Customs or other government official; labor strike; and electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings.

## **11. Warsaw Convention**

If the Shipment is transported by air and involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention, if applicable, governs and in most cases limits DHL's liability for loss or damage.

## **12. Shipper's Warranties and Indemnity**

Shipper shall indemnify and hold DHL harmless for any loss or damage arising out of Shipper's failure to comply with any applicable laws or regulations and for Shipper's breach of the following warranties and representations:

- all information provided by Shipper or its representatives is complete and accurate;
- Shipper protected the Shipment against unauthorized interference during preparation, storage and transportation to DHL;
- the Shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling;
- all applicable Customs, import, export and other laws and regulations have been complied with; and
- the waybill has been signed by Shipper's authorized representative and the Terms and Conditions constitute binding and enforceable obligations of Shipper.

## **13. Routing**

Shipper agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places which DHL deems appropriate.

## **14. Governing Law**

Any dispute arising under or in any way connected with these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the courts of, and governed by the law of, the country of origin of the Shipment.

## **15. Severability**

The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.